

EXHIBIT D

From: J R <jr@teamdreaminc.com>

Sent: Friday, December 22, 2023 3:40 PM

To: Louis Pontoriero <lpontoriero@globalintadvisors.com>

Subject: Fwd:

Assignment of Membership Interests

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 21st day of December, 2023, by and between Joseph Supor III as the sole member of J Supor 136-1 LLC a New Jersey Limited Liability Company with an address of 33 Bergen Avenue, Kearny, New Jersey, 07032 ("Assignor"), and American Dream Resorts, LTD. A New York Corporation having as address at 123 North Sea Road, #516, Southampton, New York 11968 and Team Dream, Inc. a New Jersey Corporation having an address of 193 Park Avenue, Unit 313, East Rutherford, New Jersey 07073 (Collectively "Assignee");

WHEREAS, Assignor holds one hundred and 00/100 percent (100%) membership interest in J Supor 136-1 LLC a New Jersey Limited Liability Company;

WHEREAS, Assignor and American Dream Resorts, LTD. are the members of RDA4: Supor Properties LLC ("Company");

WHEREAS, all rights, responsibilities, terms and conditions shall remain in effect between the parties subject to and pursuant to that certain Limited Liability Company Operating Agreement of the Company, dated May 16, 2023 (the "Operating Agreement"); and

WHEREAS, Assignor desires to assign, transfer, and sell to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) and Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest in the Company, (collectively, the "Assigned Interest") as provided in that certain Agreement between Assignor and Assignee;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest and Assignor hereby assigns and transfers to Assignee, Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest
2. **Acceptance by Assignee.** Assignee: (a) accepts the assignment of all of Assignor's right, title, and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement.
3. **Absolute Conveyance.** The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

4. General. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of New York, without regard to conflict of law rules. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

Joseph Supor III as the sole member of J
Supor 136-1 LLC a New Jersey Limited
Liability Company

By: _____
Name: Joseph Supor
Title: Authorized Representative

Joseph Supor III

Assignee:

American Dream Resorts, LTD. A New York
Corporation

By: _____
Name: Joseph Gentile, Jr.
Title: President

Team Dream, Inc. a New Jersey Corporation
By: _____
Name: Joseph Gentile, Jr.

Title: Chairman

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH SUPOR III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH GENTILE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Assignment of Membership Interests

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 21st day of December, 2023, by and between Joseph Supor III as the sole member of Supor Properties 600 Urban Renewal LLC a New Jersey Limited Liability Company with an address of 33 Bergen Avenue, Kearny, New Jersey, 07032 ("Assignor"), and American Dream Resorts, LTD. A New York Corporation having as address at 123 North Sea Road, #516, Southampton, New York 11968 and Team Dream, Inc. a New Jersey Corporation having an address of 193 Park Avenue, Unit 313, East Rutherford, New Jersey 07073 (Collectively "Assignee");

WHEREAS, Assignor holds one hundred and 00/100 percent (100%) membership interest in Supor Properties 600 Urban Renewal LLC a New Jersey Limited Liability Company;

WHEREAS, Assignor and American Dream Resorts, LTD. are the members of RDA5: Supor 172 Realty LLC ("**Company**");

WHEREAS, all rights, responsibilities, terms and conditions shall remain in effect between the parties subject to and pursuant to that certain Limited Liability Company Operating Agreement of the Company, dated May 16, 2023 (the "Operating Agreement"); and

WHEREAS, Assignor desires to assign, transfer, and sell to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) and Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest in the Company, (collectively, the "Assigned Interest") as provided in that certain Agreement between Assignor and Assignee;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest and Assignor hereby assigns and transfers to Assignee, Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest
2. **Acceptance by Assignee.** Assignee: (a) accepts the assignment of all of Assignor's right, title, and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement.
3. **Absolute Conveyance.** The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

4. General. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of New York, without regard to conflict of law rules. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

Joseph Supor III as the sole member of
Supor-172 LLC a Delaware Limited Liability
Company

By: _____

Name: Joseph Supor

Title: Authorized Representative

Joseph Supor III

Assignee:

American Dream Resorts, LTD. A New York
Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: President

Team Dream, Inc. a New Jersey Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: Chairman

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH SUPOR III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH GENTILE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Assignment of Membership Interests

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 21st day of December, 2023, by and between Joseph Supor III as the sole member of Supor Properties 600 Urban Renewal LLC a New Jersey Limited Liability Company with an address of 33 Bergen Avenue, Kearny, New Jersey, 07032 ("Assignor"), and American Dream Resorts, LTD. A New York Corporation having as address at 123 North Sea Road, #516, Southampton, New York 11968 and Team Dream, Inc. a New Jersey Corporation having an address of 193 Park Avenue, Unit 313, East Rutherford, New Jersey 07073 (Collectively "Assignee");

WHEREAS, Assignor holds one hundred and 00/100 percent (100%) membership interest in Supor Properties 600 Urban Renewal LLC a New Jersey Limited Liability Company;

WHEREAS, Assignor and American Dream Resorts, LTD. are the members of RDA6: Supor Properties 600 Urban Renewal, LLC ("**Company**");

WHEREAS, all rights, responsibilities, terms and conditions shall remain in effect between the parties subject to and pursuant to that certain Limited Liability Company Operating Agreement of the Company, dated May 16, 2023 (the "Operating Agreement"); and

WHEREAS, Assignor desires to assign, transfer, and sell to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) and Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest in the Company, (collectively, the "Assigned Interest") as provided in that certain Agreement between Assignor and Assignee;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest and Assignor hereby assigns and transfers to Assignee, Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest
2. **Acceptance by Assignee.** Assignee: (a) accepts the assignment of all of Assignor's right, title, and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement.
3. **Absolute Conveyance.** The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

4. General. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of New York, without regard to conflict of law rules. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

Joseph Supor III as the sole member of Supor
Properties 600 Urban Renewal LLC a New
Jersey Limited Liability Company

By: _____

Name: Joseph Supor

Title: Authorized Representative

Joseph Supor III

Assignee:

American Dream Resorts, LTD. A New York
Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: President

Team Dream, Inc. a New Jersey Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: Chairman

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH SUPOR III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH GENTILE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Assignment of Membership Interests

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into as of the 21st day of December, 2023, by and between Joseph Supor III and Joseph Supor as Trustee of the Marital Trust under the Last Will and Testament of Joseph Supor, Jr as the members of S&B Realty LLC, a New Jersey Partnership with an address of 433 Bergen Avenue, Kearny, New Jersey, 07032 as the sole member of Supor Properties Enterprises LLC, a Delaware Limited Liability Company having an address at 433 Bergen Avenue, Kearny, New Jersey 07032 ("**Assignor**"), and American Dream Resorts, LTD. A New York Corporation having as address at 123 North Sea Road, #516, Southampton, New York 11968 and Team Dream, Inc. a New Jersey Corporation having an address of 193 Park Avenue, Unit 313, East Rutherford, New Jersey 07073 (Collectively "**Assignee**");

WHEREAS, Assignor holds one hundred and 00/100 percent (100%) membership interest in Supor Properties Enterprises LLC, a Delaware Limited Liability Company;

WHEREAS, Assignor and American Dream Resorts, LTD. are the members of RDA1: Supor Properties LLC ("**Company**");

WHEREAS, all rights, responsibilities, terms and conditions shall remain in effect between the parties subject to and pursuant to that certain Limited Liability Company Operating Agreement of the Company, dated May 16, 2023 (the "**Operating Agreement**"); and

WHEREAS, Assignor desires to assign, transfer, and sell to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) and Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest in the Company, (collectively, the "**Assigned Interest**") as provided in that certain Agreement between Assignor and Assignee;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest and Assignor hereby assigns and transfers to Assignee, Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest

2. Acceptance by Assignee. Assignee: (a) accepts the assignment of all of Assignor's right, title, and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement.

3. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

4. General. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of New York, without regard to conflict of law rules. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

Supor Properties Enterprises LLC a Delaware Limited Liability Company by S&B Realty LLC, a New Jersey Partnership and Joseph Supor as Trustee of the Marital Trust under the Last Will and Testament of Joseph Supor, Jr and Joseph Supor III

By: _____

Name: Joseph Supor

Title: Authorized Representative

S&B Realty LLC, a New Jersey Partnership

Joseph Supor III

Marital Trust under the Last Will and Testament of Joseph Supor, Jr

By: _____

Name: Joseph Supor

Title: Trustee

Assignee:

American Dream Resorts, LTD. A New York
Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: President

Team Dream, Inc. a New Jersey Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: Chairman

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH SUPOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH GENTILE JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Assignment of Membership Interests

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into as of the 21st day of December, 2023, by and between Joseph Supor III and Joseph Supor as Trustee of the Marital Trust under the Last Will and Testament of Joseph Supor, Jr as the members of S&B Realty LLC, a New Jersey Partnership with an address of 433 Bergen Avenue, Kearny, New Jersey, 07032 as the sole member of Supor Properties Enterprises LLC, a Delaware Limited Liability Company having an address at 433 Bergen Avenue, Kearny, New Jersey 07032 ("**Assignor**"), and American Dream Resorts, LTD. A New York Corporation having as address at 123 North Sea Road, #516, Southampton, New York 11968 and Team Dream, Inc. a New Jersey Corporation having an address of 193 Park Avenue, Unit 313, East Rutherford, New Jersey 07073 (Collectively "**Assignee**");

WHEREAS, Assignor holds one hundred and 00/100 percent (100%) membership interest in Supor Properties Enterprises LLC, a Delaware Limited Liability Company;

WHEREAS, Assignor and American Dream Resorts, LTD. are the members of RDA2&3: Supor Properties LLC ("**Company**");

WHEREAS, all rights, responsibilities, terms and conditions shall remain in effect between the parties subject to and pursuant to that certain Limited Liability Company Operating Agreement of the Company, dated May 16, 2023 (the "**Operating Agreement**"); and

WHEREAS, Assignor desires to assign, transfer, and sell to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) and Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest in the Company, (collectively, the "**Assigned Interest**") as provided in that certain Agreement between Assignor and Assignee;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, American Dream Resorts, LTD. A New York Corporation Forty and 25/100 percent (40.25%) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest and Assignor hereby assigns and transfers to Assignee, Team Dream, Inc. a New Jersey Corporation, One and 00/100 percent (1.0 %) of Assignors membership interest of the Assignor's right, title, and interest in and to the Assigned Interest free and clear of any liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the Assigned Interest

2. Acceptance by Assignee. Assignee: (a) accepts the assignment of all of Assignor's right, title, and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement.

3. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

4. General. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of New York, without regard to conflict of law rules. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

Supor Properties Enterprises LLC a Delaware Limited Liability Company by S&B Realty LLC, a New Jersey Partnership and Joseph Supor as Trustee of the Marital Trust under the Last Will and Testament of Joseph Supor, Jr and Joseph Supor III

By: _____

Name: Joseph Supor

Title: Authorized Representative

S&B Realty LLC, a New Jersey Partnership

Joseph Supor III

Marital Trust under the Last Will and Testament of Joseph Supor, Jr

By: _____

Name: Joseph Supor

Title: Trustee

Assignee:

American Dream Resorts, LTD. A New York
Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: President

Team Dream, Inc. a New Jersey Corporation

By: _____

Name: Joseph Gentile, Jr.

Title: Chairman

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH SUPOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

On the 21st day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared, JOSEPH GENTILE JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public